

RESOLUTION NO. 2016285

RE: AUTHORIZATION TO ENTER INTO INTERMUNICIPAL  
AGREEMENTS FOR SNOW AND ICE CONTROL SERVICES  
BY THE LOCAL MUNICIPALITIES

Legislators PULVER, BORCHERT, MICCIO, BOLNER, LANDISI, HORTON, and  
SAGLIANO offer the following and move its adoption:

WHEREAS, Article 6, Section 135-a of the New York State Highway law provides  
authorization for the County to empower the Commissioner of Public Works to enter into  
agreements with designated municipalities for the purpose of removing snow from County roads  
or for sanding or otherwise treating them for the purpose of removing the danger of snow and  
ice, and

WHEREAS, the Commissioner of Public Works, in his capacity as the County  
Superintendent of Highways, has determined that it is in the best interest of the County, and the  
safety and transportation needs of residents and users of the highways in outlying areas of the  
County, to enter into agreements with various municipalities for the assistance of snow and ice  
removal from County roads, and

WHEREAS, a copy of the proposed Intermunicipal Agreement for Snow Removal and  
Ice Control Services is annexed hereto, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute Intermunicipal  
Agreements for Snow and Ice Control Services with various municipalities in substantially the  
same form as annexed hereto.

CA-175-163

11/10/16

CAB/kvh/G-1462-O

Fiscal Impact: See attached statement.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8<sup>th</sup> day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source \_\_\_\_\_

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

DPW is seeking to authority to allow the County Executive and DPW Commissioner to execute a new "pilot" agreement with select municipalities that currently perform snow & ice control work on county highways. The new agreement format will address concerns expressed by the Comptroller in his recent audit about timely payment and invoicing, and paying town officials as County employees. There is no increased cost for these services to the County if the new pilot agreement is used.

Prepared by: R. Balkind, P.E., Commissioner



Prepared On: 11/9/16

Intermunicipal Agreement for Snow Removal and Ice Control Services

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation having its office and place of business at 22 Market Street, Poughkeepsie, New York, 12601, hereinafter referred to as the "County," and the \_\_\_\_\_ a municipal corporation within the County of Dutchess, having its office and place of business at: \_\_\_\_\_ hereinafter referred to as the "Town."

*WITNESSETH*

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County, and

WHEREAS, the County Commissioner of Public Works, in his capacity as the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads, and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads, and

WHEREAS, the County desires to contract with the Town for the control and removal of snow and ice from County roads within the Town, and

WHEREAS, the County Commissioner of Public Works may, pursuant to Dutchess County Administrative Code Article 14.01(b) and Article 33.01, and Dutchess County Charter Section 33.02, contract with the Town for snow removal and for salting or otherwise treating County roads for the purpose of removing the danger of ice and snow, and

WHEREAS, the Town has appropriate snow and ice removal equipment, sufficient snow and ice control personnel and sufficient materials on hand to contract with the County for snow and ice control services, and

WHEREAS, the Supervisor of the Town has been authorized to execute this Intermunicipal Agreement pursuant to the Town Board # \_\_\_\_\_ (annexed hereto as Exhibit A), and

WHEREAS, the County Executive has been authorized to execute this Intermunicipal Agreement pursuant to Dutchess County Legislature's Resolution No. \_\_\_\_\_, (annexed hereto as Exhibit B),

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Section 135-a of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services on a portion of the County highway system within the Town and that the County will pay for, and reimburse the Town for the provision of these services in the manner described herein.

## **I. TERM OF THE AGREEMENT:**

The term of this Agreement shall be for a period of 4 months beginning January 1, 2017 and expiring on April 30, 2017.

## **II. SCOPE OF WORK:**

This agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials. The following list of Standard Activities will be routinely performed by the Town:

1. Supervision
2. Supervisory Patrolling;
3. Radio watch/Dispatch
4. Preparedness for snow and ice control
5. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or deicing materials
6. Removal of snow at intersections to improve sight distance and safety;
7. Treatment of slippery spots, including, "black ice", and bridges;
8. Routine benching using plow trucks;

## **III. SERVICES TO BE PROVIDED:**

The basic service elements to be provided by the Town as part of this Agreement are as follows:

### **Snow Control Goals**

Meet the required guidelines of the Dutchess County's Snow & Ice Control manual dated October 9, 2015, a copy of which has been provided to the Town by the County.

### **Removal of Snow from Intersections**

Snow shall be cleared from intersections with County/County or County/Town roads sufficiently to provide adequate sight distance and safety.

### **Material Application Rate**

The application rate of Traction Sand or Anti-Icing/De-Icing Agents on County roads shall be based on prevailing and expected weather conditions in accordance with Table 7 of Cornell Local Roads Program's Snow and Ice Control manual. The table is also found in Dutchess County's Snow and Ice Control manual.

#### IV. LEVEL OF SERVICE:

The Town will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of the New York State Department of Transportation "Highway Maintenance Guidelines for Snow and Ice Control" dated December 1993, as modified herein. The Town as an agent of the County in performing the function herein delegated to it by the County, shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

The County roads on which the Town is to perform snow and ice control operations are attached to this agreement as **Exhibit C**. The County shall update this inventory annually to reflect any changes in mileage as reported to New York State in the Local Highway Inventory as of December of each year.

#### V. PAYMENT:

Payment will be \$3,120 per mile for the period January 1, 2017 thru April 30, 2017.  
The payment is based on the following percentages:

- 51% for materials.
- 46% for labor and equipment.
- 3% for inspection and supervision.

#### VI. METHOD OF PAYMENT:

The total due will be computed by multiplying the amount of county road miles assigned by the annual cost per mile. This total amount due will be paid in two payments. The first payment will be made on January 15, 2017. The final payment will be made by April 30, 2017. This final payment will include any adjustments that may arise during the winter season.

#### VII. INDEMNIFICATION AND INSURANCE:

The County agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from and against any and all lawsuits, claims causes of action, cost, expenses, damages or liabilities, including reasonable attorney's fees, which the Town may incur or sustain as a result of injury to persons or damage to property in consequence of the services to be provided pursuant to this Agreement. The County agrees to obtain and maintain in full force and effect, for the term of this agreement and renewal periods thereof, insurance coverage as described below, as a part of its obligation to indemnify, defend and hold harmless the Town, its officers, agents and employees, as set forth above. The County shall provide proof of the following insurance coverage in the form of a Certificate of Insurance, prior to commencing work under this Agreement and shall provide copies to the Town of any renewal or modification to its insurance policies.

**A. Liability and Property Damage Insurance:**

General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00 per occurrence, \$2,000,000 aggregate. The Town will be listed as additional insured.

**B. Motor Vehicle Insurance:**

Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. The Town will be listed as additional insured.

**C. Excess/Umbrella Liability:**

Excess/Umbrella coverage in the amount of \$10,000,000.

**ENTIRE AGREEMENT:** The terms of this agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded the basic agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day if \_\_\_\_\_, 2016

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
Robert H. Balkind, P.E.  
Commissioner of Public Works

REVIEW AS TO CONTENT:

\_\_\_\_\_  
Gary Cooper  
Director of Highway Construction & Maintenance

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized officers.

COUNTY OF DUTCHESS

By \_\_\_\_\_  
Marcus J. Molinaro  
County Executive

TOWN OF: \_\_\_\_\_  
By \_\_\_\_\_  
Town Supervisor

STATE OF NEW YORK)  
COUNTY OF DUTCHESS) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, personally came **Marcus J. Molinaro** to me known, who being by me duly sworn, did depose and say that he resides in Dutchess County, New York; that he is the COUNTY EXECUTIVE of the COUNTY OF DUTCHESS, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it is so affixed by virtue of the statutes of the State of New York in such case made and provided by Resolution No. \_\_\_\_ adopted by the Dutchess County Legislature on \_\_\_\_\_, 2016 and that he signed his name thereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF DUTCHESS) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, \_\_\_\_\_, personally came to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the SUPERVISOR of the Town of \_\_\_\_\_ the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that is/was so affixed pursuant to a resolution of the Town Board of said Town, adopted on the \_\_\_\_ day of \_\_\_\_\_, 2016, and that she/she signed his/her name by virtue of such authority.

\_\_\_\_\_  
Notary Public

McKinney's Consolidated Laws of New York Annotated Highway Law (Refs & Annos) Chapter 25. Of the Consolidated Laws Article VI. County Roads
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McKinney's Highway Law § 135-a

§ 135-a. Control of snow and ice conditions on county roads

Currentness

Notwithstanding any general, special or local law, any county or its superintendent of highways may contract with any city, town or village for the removal of snow from the county roads of a county or for sanding or otherwise treating them for the purpose of removing the danger of ice and snow, subject to such terms and conditions as may be agreed upon by the parties involved and to the approval by resolution of each of the legislative bodies of such county, city, town or village, as follows:

- (a) By such city, town or village renting its highway tools or equipment to the county for such purposes at such terms as may be agreed upon;
- (b) By removal of snow from county roads by a city, town or village;
- (c) By sanding and otherwise treating of county roads for the purpose of removing the danger of ice and snow by a city, town or village;
- (d) By removal of snow and sanding and control of ice and snow on county roads by a city, town or village;
- (e) By any combination of a, b, c and d.

A county may in like manner contract with a city, town or village for the erection of county owned snow fence along a county road upon such terms and conditions as may be agreed upon. The erection of snow fence shall not be deemed to be a part of the contract entered into as described in b, c, d or e above, unless expressly so provided in writing.

Such contract or contracts shall be in writing for not longer than a period of ten years. Money received by a town pursuant to the provisions of this section shall be credited to the respective funds which were charged with the objects of expense. Money so received by a city or village shall be placed in the city or village general fund, respectively, and may be used for any lawful city or village highway purpose.

Any county shall annually appropriate and expend such sum as it deems proper for the purpose of carrying out the provisions of this section.

**Credits**

(Added L.1949, c. 513. Amended L.1950, c. 784, § 2; L.1954, c. 692, § 6; L.1955, c. 518; L.1960, c. 635, § 5; L.1964, c. 508; L.1971, c. 1110, § 89; L.1973, c. 136, § 6; L.1973, c. 534, § 3.)